



STATE OF TENNESSEE
THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION
MEDICAL ASSISTANCE PARTICIPATION AGREEMENT
(MEDICAID / TENNCARE TITLE XIX PROGRAM)
FOR
INPATIENT AND OUTPATIENT HOSPITAL SERVICES

Name of Hospital : _____
Address : _____
Hospital License No. : _____ Medicaid Provider No.: _____

This agreement and working contract, entered into the _____ day of _____,
_____, between the Tennessee Department of Finance and Administration,
hereinafter referred to as "the Department" and

(Name of Hospital)

(City and State)

(Zip Code)

an institution for providing inpatient and outpatient hospital services and other
supportive patient services for which it is currently licensed and certified, hereinafter
referred as "the Facility".

I. The Facility Agrees :

- A. To participate in the Tennessee Medicaid/TennCare program by providing major medical and surgical and/or acute short term care in return for considerations received from the Department.
- B. To remain licensed under the laws of the State of Tennessee and fully meet other minimum standards for participation as follows :
 - 1. To remain fully certified for participation in Medicare;
 - 2. To meet all health and safety requirements or have a written plan of improvement that will meet all requirements for approval by the Health Care Facilities Licensing Division of the Department.
- C. To maintain accounting records that will enable the Facility to comply with "Principles of Reimbursement for Provider Costs HIM5 (revised 1-67) SSA.

- D. To comply with the policies and procedures prescribed or required by the Department in the administration of the Medical Assistance Program.
- E. To abide by all laws, regulations, policies and procedures applicable to services rendered under Medicaid/TennCare Title XIX Program.
- F. To render the same quality of service to Medicaid recipients as rendered to private patients.
- G. To maintain the Outpatient Department as an integral part of the FACILITY and as such licensed under the laws of Tennessee.
- H. To complete the necessary treatment and discharge recipients from the Facility in the minimum number of days consistent with good medical practices as determined by an active utilization review committee, or PSRO, when under binding review.
- I. To provide services to eligible Medicaid/TennCare recipients and comply with the requirements of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 which prohibit a participating provider or vendor of services from making a distinction on the basis of race, color, national origin or handicap.
- J. To render services to be paid under Medicaid/TennCare Title XIX Program, only to holders of valid recipient Identification (ID) Cards upon presentation and proper identification.
- K. To submit to the designated fiscal agent for reimbursement only those items of authorized hospital services that are actually provided to eligible recipients under the Medical Assistance Program (Title XIX).
- L. That payment made to the Facility by the Department or its agent under this program will be accepted as payment in full for the care of the patient and that no additional charge will be made to the patient, any member of his family, or responsible agent.
- M. To apply as a credit against the total reimbursable amount any hospitalization insurance or any other third party payment applicable to the period for which the state assumes responsibility, said period to be construed as beginning on the date of authorized admission of the individual patient.
- N. To accept the same method of reimbursement for Title XIX services that is used for reimbursement of Title XVIII, Medicare services.
- O. To have a desk review and audit after each fiscal year end, as may be required, with an appropriate adjustment. If there has been a payment in excess of "reasonable costs" during the audit period, the Facility agrees to refund the excess payment.

- P. To make pertinent medical information available to authorized representatives of the Department subject to appropriate legal, ethical and professional considerations.
- Q. To make available to the Department or its representative, the necessary fiscal records, including audit reports and work papers prepared by Part A Medicare fiscal intermediary auditors, for the Title XIX retroactive adjustments.
- R. To keep any records necessary to disclose the extent of services the provider furnishes to recipients.
- S. To make available on request of the Department, the Secretary of the State Medicaid/TennCare fraud control unit any information contained in the records including information regarding payments claimed by the provider for furnishing services under the plan.
- T. To disclose to the Department the identity of any person who has ownership or control interest in the Facility, or is an agent or managing employee of the Facility.
- U. To disclose to the Department the name and address of each person with an ownership or control interest in the disclosing entity or in a subcontractor in which the disclosing entity has a direct or indirect ownership interest of five (5) percent or more.
- V. To inform the Department if any person(s) named, in compliance with I.U, above is related to another as a spouse, parent, child or sibling.
- W. To name any other disclosing entity in which a person(s) with an ownership or control interest in the disclosing facility also has an ownership or control interest. This applies to the extent that the disclosing entity can obtain this information by requesting it in writing from the person.
- X. To keep copies of all requests and the responses to them in accordance with I. W. above, and to make them available to the Secretary or the Department on request, and to advise the Medicaid/TennCare agency when there is no response to a request.
- Y. To submit within thirty-five (35) days of the date of a request by the Secretary or the Department full and complete information about :
 - 1. The ownership or any subcontractor with whom the provider has had business transactions totaling more than \$ 25,000.00 during the twelve (12) month period ending on the date of the request;
 - 2. Any significant business transactions between the provider and any wholly owned supplier, or between the facility and the subcontractor during the five (5) year period ending on the date of the request.

- Z. To furnish updated information to the Secretary or the State Survey Agency or Medicaid/TennCare agency at intervals between recertification or contract renewals within thirty-five (35) days of a written request.
- A1. To disclose to the Department the identity of any person in accordance with I. T. above that has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid/TennCare, or the Title XIX services program since the inception of those programs.

II. The Department Agrees :

- A. To give the Facility reasonable notice of any impending change in its status as an Inpatient and Outpatient Hospital provider.
- B. To notify the Facility of any major changes in Title XIX Rules and Regulations, and to work with the Facility with the view toward providing the best medical care available within the limitations of the law and available money.

III. MEDICAID/TENNCARE and the FACILITY Agree :

- A. That payments to the Facility may be withheld, if necessary, because of irregularity from whatever cause, until such irregularity or difference can be adjusted.
- B. That proper adjustments in vendor payments will be made (as indicated to compensate for either overpayment or underpayment).
- C. That if any part of this agreement is found to be in conflict with any Federal or State law or regulation, having equal weight of law, or if any part is placed in conflict by amending of such law, this agreement is so amended.
- D. That Tennessee Code Annotated, Chapter 19, Section 14-1923, is made part of this agreement and quoted as follows :

"Any individual or corporate vendors or provider participating under the provisions of this chapter who holds an equity interest in any hospital, apothecary, nursing home, or other vendor or provider participating under the provisions of this chapter shall submit annually to the Department of Finance and Administration information disclosing their interest in these vendors and providers. Any such party who fails to file the information required by this section shall not be entitled to participate in the program."

- E. That the effective date for vendor payments will be the date the Facility attains participating status as determined by the Department and that such determination shall be made a part of this agreement.
- F. That by signing this agreement, the Facility and the Department accept all of the stipulations in the agreement and agree to each and every provision herein. The parties further agree that any failure on the part of either to comply

with any of the provisions set out above shall be considered a breach of this contract and that such contract shall be subject to immediate cancellation.

- G. That the Department or Facility may cancel this agreement by providing the other party with written notice.

Confidentiality of Records.

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit the Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

HIPAA Compliance.

Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

TBI MFCU Access to Contractor and Provider Records Program Integrity Access to Contractor, Provider, and Enrollee Records.

Pursuant to Executive Order 47 and 42 C.F.R. § 1007, the Tennessee Bureau of Investigation Medicaid Fraud Control Unit (TBI MFCU) is the state agency responsible for the investigation of provider fraud, abuse, and neglect in the State Medicaid program (TennCare).

Program Integrity assists TBI MFCU with provider cases and has the primary responsibility to investigate TennCare enrollee fraud and abuse.

The Contractor shall immediately report to the TBI MFCU any known or suspected fraud, abuse, waste and/or neglect, including, but not limited to, the false or fraudulent filings of claims and/or the acceptance or failure to return monies allowed or paid on claims known to be false or fraudulent. The Contractor shall not investigate or resolve the suspicion, knowledge or action without informing the TBI MFCU, and must cooperate fully in any investigation by the TBI MFCU or subsequent legal action that may result from such an investigation.

The Contractor and all its health care providers, whether participating or non-participating providers, shall, upon request, make available to the TBI MFCU any and all administrative, financial and medical records relating to the delivery of items or services for which TennCare monies are expended. In addition, the TBI MFCU must be allowed access to the place of business and to all TennCare records of any Contractor or health care provider, whether participating or non-participating, during normal business hours, except under special circumstances when after hour admission shall be allowed. The TBI MFCU shall determine any and all special circumstances.

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations, TBI MFCU is a health oversight agency. See 45 C.F.R. §§ 164.501 and 164.512(d) and 65 F.R. § 82462. In its capacity as a health oversight agency, TBI MFCU does not need authorization in order to obtain enrollee protected health information (PHI). PHI is defined at 45 C.F.R. § 164.501. Because MFCU will request the information mentioned above for health oversight activities, "minimum necessary" standards do not apply to those disclosures to TBI MFCU that are required by law. See 45 C.F.R. §§ 164.502(b)(2)(iv), 164.502(b)(2)(v), and 164.512(d) and 65 F.R. §§ 82462 and 82673.

The Contractor shall inform its participating and non-participating providers that as a condition of receiving any amount of TennCare payment, the provider must comply with this Section of this Contract regarding fraud, abuse, waste and neglect.

The Contractor and its participating and non-participating providers shall report TennCare enrollee fraud and abuse to Program Integrity. The Contractor and/or provider may be asked to help and assist in investigations by providing requested information and access to records. The Contractor and its health care providers, whether participating or non-participating providers, shall, upon request, make available any and all supporting documentation/records relating to delivery of items or services for which TennCare monies are expended. Shall the need arise, Program Integrity must be allowed access to the place of business and to all TennCare records of any TennCare Contractor or health care provider, whether participating or non-participating, during normal business hours.

Debarment and Suspension.

To the best of its knowledge and belief, the Contractor certifies by its signature to this Contract that the Contractor and its principals :

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or Contractor;
- B. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, State, or Local) transaction or grant under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- D. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, State, or Local) terminated for cause or default.

This contract shall take effect on the date of the on site health and safety survey if all federal requirements are met, if all requirements are met, or the date the provider submits an acceptable plan of correction or waiver request.

Tennessee Department of Finance and Administration

By : _____
Signature of Administrator Date

Name of Hospital

By : _____
Assistant Commissioner Date